

Day Cruises Terms & Conditions

MUSTIQUE
LUXURY CRUISING IN HOBART
AND BEYOND

Cancellation / Rescheduling Policy

If the customer wants to cancel a cruise:

Outside of 14 days to the cruise date; the deposit paid (50% of the cruise value) will be forfeited. Within 14 days (and including) to the cruise date: 100% will be forfeited

If the customer wants to reschedule a cruise:

This may incur up to 100% of the monies paid being forfeited with the new date requiring full payment and treated as a new transaction. This will be determined on a case by case basis by Embark Tasmania

If a reschedule has been allowed you will have only that one opportunity to reschedule. Changes of bookings by the customer have to be communicated, approved and confirmed by Embark Tasmania or the cruise and monies paid will be forfeited

Weather and Mechanical Breakdowns Cancellations

Cancellations made by the Operator due to inclement weather will normally result in a rescheduling. If for some reason the new date does not suit, monies paid will be refunded.

Embark Tasmania accepts no liability for associated costs due to cruise cancellations, such as travel costs and catering costs.

Fail to Board

It is the Passenger's responsibility to ensure that they arrive on time for the departure of the vessel. Failure to do so will mean that the Passenger forfeits the full price to the Operator.

Safety Requirements for Travel

Disabled Passengers: The Operator recommends that disabled persons seek medical advice before boarding.

Pregnant Persons: Pregnant persons cruising with Embark Tasmania do so at their own risk

Intoxicated Persons: The Operator does not condone excessive drinking and has the right to end a cruise early should passengers be deemed too drunk and a potential threat to safety - judgement is at the operator's discretion.

If any passenger becomes intoxicated or unruly during the cruise, they may be dropped at the nearest wharf without prior notice.

No BYO food or beverage. Serving of drinks may cease should it be deemed by the RSA staff that guests are becoming drunk and disorderly. Should drunk and disorderly behaviour occur the skipper has the right to cease the cruise immediately to ensure safety of the passengers and crew on board and any paid for cruise time will not be refunded.

Minimum Age Requirement

There are no minimum age requirements for children to board Mustique however, children are the responsibility of their parents at all times. The Skipper and other crew members are not responsible for their care or safety. Life jackets are available on board for children and adults alike.

Rules On Board Vessels

For almost all vessels the following rules are enforced; soft shoes only, no high heels, no drugs, no smoking.

Marine Insurance

Embark Tasmania carries full insurance and public liability.

Disclaimer

All passengers participate in their harbour cruise at their own risk. Disabled passengers cruising aboard Mustique do so at their own risk and the Operator accepts no liability for any damage or injury caused. If any passenger becomes intoxicated or unruly during the cruise, they may be dropped at the nearest wharf without prior notice.

Under no circumstances shall the Operator be liable for any loss, claim, injury or any direct, indirect, incidental, special or consequential damage which may arise during a cruise

Jurisdiction

The laws of Tasmania apply in relation to these terms and conditions and the Operator's business.

Footwear and Attire

Comfortable clothing is recommended. Always bring a warm jacket as temperature can change rapidly when you are on the water. Non-marking soled shoes must be worn and any black soled or hard shoes (including high heeled shoes) are prohibited (they must be taken off when aboard). Customers may be charged for any damages incurred due to ignoring this notice.

Force Majeure

In circumstances where the vessel is unable to provide a service or hold the Event, due to a force majeure event, the owner will refund all amounts paid by in advance to the passenger and the passenger will not be liable for any future payments towards the Event. "Force Majeure event" means any cause or event which is not within the reasonable control of a party and which could not reasonably have been prevented by that party taking reasonable steps including government public health direction due to a pandemic (such as the case with COVID-19), act of God, war, riot, civil commotion, malicious damage, breakdown of plant or machinery, fire, flood, or storm.



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